

EXHIBIT B

Award of Arbitrator

**AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL**

**PERRY JOHNSON REGISTRARS, INC. (CLAIMANT)
AND**

BERNIE CARPENTER (RESPONDENT)

RE: 54 145 00495 08

AWARD OF ARBITRATOR

I, the UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named Parties and dated March 21, 2003, and having been duly sworn, and having heard the proofs and allegations of the Parties, and Claimant having increased its claim at the hearing, do hereby, AWARD, as follows:

The parties have agreed to a standard award. The parties did not request a reasoned award with findings of fact and conclusions of law.

I find that the non-compete provisions of the contract between Perry Johnson Registrars, Inc. (hereinafter "PJR") and Bernie Carpenter (hereinafter "Carpenter") dated March 21, 2003, to be reasonable, lawful and enforceable.

Although Carpenter provided services to many clients of PJR, there was only one contract between PJR and Carpenter. January 2008 was the last time Carpenter performed services to a client of PJR. Therefore, I find that Carpenter terminated his contractual relationship with PJR in January of 2008.

I find that Carpenter breached his contract with PJR by sending an e-mail to the clients of PJR he had been actively servicing, the intent of which was to persuade these customers to leave PJR and continue to do business with him through his new employer.

Overall, PJR has a history of retaining 95% of all of its clients. Shortly after Carpenter sent the e-mail of February 2, 2008, 17 of the 24 clients Carpenter was servicing for PJR terminated their business relationships with PJR and entered into new business relationships with Carpenter's new employer.

In spite of being ordered to do so by this arbitrator, Carpenter refused to allow PJR to look at his computer hard drive in order for PJR to search for additional communications Carpenter may have had with PJR customers he had previously been providing services to. A reasonable inference from this refusal is that Carpenter, in addition to sending the e-mail of February 2, 2008, actively engaged in other attempts to persuade his 24 PJR clients to keep him as their auditor and transfer their business to Carpenter's new employer. 17 of the 24 clients Carpenter serviced for PJR transferred their business to Carpenter's new employer. The contract between PJR and Carpenter prohibited Carpenter from actively engaging in activities to persuade PJR clients to accept the services of another Registrar. It is reasonable to infer from Carpenter's discovery refusal, from PJR's history of retaining 95% of its clients and from the fact that 17 of 24 PJR clients serviced by Carpenter switched to Carpenter's new employer shortly after his original e-mail of February 2, 2008, that these companies did so as a result of Carpenter's breach of his contract with PJR.

Given the difficulty in determining damages in breach of contract cases involving non-compete clauses, I find that the formula for measuring damages as outlined in Section 3.1.1 of the contract between PJR and Carpenter to be reasonable and further that Section 5.4 of this contract defined Section 3.1.1 by allowing PJR to calculate damages based on what PJR would have charged the same clients for services as opposed to proving what a competitor actually charged the former clients of PJR for the same services.

I find it reasonable to conclude that PJR sustained damages as a result of Carpenter's breach of the contract. Each client of PJR needed to recertify after a set number of years and therefore each had a unique certification/recertification cycle. As defined by the contract, the damages to PJR are equal to the value of the anticipated services to be provided to each customer through the end of its certification/recertification cycle current cycle and the anticipated fees for one recertification at the end of that cycle. These damages are calculated for each of the 17 businesses that transferred their business from PJR to Carpenter's new employer.

I find damages for future cycles of service to be too speculative to be reasonable.

I find that an injunction is not a proper remedy in this case because damages can be reasonably calculated and assessed.

I award damages to PJR in the amount of Two Hundred Fifteen Thousand Five Hundred Dollars And No Cents (\$215,500.00).

The administrative fees of the AAA totaling \$8,800.00, and the fees of the arbitrator totaling \$6,792.50 shall be borne equally. Therefore, Carpenter shall reimburse PJR

the sum of \$5,587.50, representing that portion of said fees in excess of the apportioned costs previously incurred by PJR.

This Award is in full settlement of all claims submitted to this Arbitration. All claims Not expressly granted herein are hereby, denied.

June 3, 2009

Date

David M. Wells

David M. Wells, Arbitrator

I, David M. Wells, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

June 3, 2009

Date

David M. Wells

David M. Wells, Arbitrator